#### STUDIO A INVENTORY:

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1 Symetrix Telephone Interface Model TI-101
   1 Symmetrix Voice Processor Model 528
   1 Tascam 112 Cassette Player
  1-Mate-Seque Unit; consisting of: 3 Pioneer FD-1930 CD Players.
   1 Dimer PDM730 (D) Player
                                    1 Automotic Sequences for
   2 Kennood LD Players
                                    14 additional CD magazines
   1 ITC 3 deck Cart Player
                                      / SUFA
   1 Autogram Pacemaker Control Board
                                             SILENT SENTRY
   1 Realistic STA-720 AM/FM Stereo Reciever
  2 Marti Aural STL Transmitters Model STL-10
   1 Sennheiser Microphone Model 421-U-5
   1 Sennheiser Headphones Model HD-450
   2 Cerwin Vega speakers
   1 156 Cartridge Capacity Carousel
   1 50 Cartridge Capacity carousel
    / SANSUI SO SOOD RTR
    I TET EBS ENCODER
A Equipment racks
   1 Seth Thomas wall clock
   1 Micronta Digital wall clock
   1 CAMP
               Country Music Hit Disc Library & Add'l Days
   1
   1 Microphone stand
   1 "On-Air" light
   1 Bookshelf
  l Chair w/o casters
  1-Chair w/ castors, adj height
       STUDIO B INVENTORY:
   1 Otari MX-5050 Reel to Reel Unit
  1 Arakis Systems Control Board
   1 ITC Model RP Rec/Pb Cart Machine
  1 ITC 3 deck Playback Cart Machine
  1 345 me7 Stereo Receiver (Redistric STA 115)
   1 Technics M85mk2 Cassette Player
                                                      CD Player
  1 Traces CD 201 CD Player 1 Ploneer PDM 730
   1 Orban Limiter Model 464A
   1 Valley People, Inc. Microphone Processor
   1 ATI Encore Series Dual Distribution Amplifier Model DA-208
   1 Technics Turntable Model SL1200mk2
   1 Sennheiser Microphone model 421-U-5
   1 Sennheiser Headphones model HD-450
   1 200 Cartidge Capacity carousel
                Production Library
  1 Realistic Dalk Tape Braser Cat. No. 44-232
   1 Robbins Magnetic Eraser Model ME-99
   2 Realistic Speakers (Promu-
   1 ITC 3 Deck Steres Rec 10B cart Resh
   I TET FM Mad Monitor
   ITET STERED MONITOR
                                            (continued)
   1 SEARS - ROEBUCH CD Player ( phroham)
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## STUDIO B INVENTORY (continued):

- 1 Equipment Rack
- 1 Microphone stand
- 300 Cartidges

#### TRANSMITTER SITE INVENTORY:

- 1 Harris FM 5K Transmitter
- 2 Marti Aural STL Receivers Model STL-10 (1/3 at Marti sunder repair )
- 1 Optimod 8000
- 1 STL dish
- 1 ERI FM 2-bay antenna
- OFFICE EQUIPMENT INVENTORY:
- 1 Mita Copier Model DC-213RE W Stand
- 1 Smith-Corona Typewriter Model XE-5000
- 1 Sharp Calculator Model EL-21975
- 12 Executones Telephones + EXEXUTECH COMDIAL DINE SYSTEM W/9 phones
  - 1 Four drawer Filing Cabinets
- 1 Bookshelf
- **6**₽ Desks
  - 1 Credenza
- # S Chairs w/casters
  - 2 Chairs w/o casters
  - 2 Office Cubicles (partition type)

Misc office supplies (paper, pens, staplers, etc.)

1 Computer Table

this Note has been satisfied in full this	TO MICEORY MOT	•
Signed	ROMISSORY NOT	CRAVEN COUNTY NC
, 32,500.00		JUNE 1 19 91
FOR VALLE RECEIVED the undersigned, jointly and several	ly, promise to pay to RONALD L	ATTIMER OF 1503-8 PRINCETON LANE,
NEW BERN, NC 28560		
an		or orde-
the principal sum of THIRTY-TWO THOUSAND FIV		
DOLLARS (\$ 32,500.00 ), with inte	press from JUNE 1, 1991	atherate of TEN
per cent $\sqrt{10}$ %) per annum on the unpaid balance unt		
America artheoffice of RONALD LATTIMER, 15	503-B PRINCETON LANE, NE	W BERN, NC 28560
or at such place as the legal holder hereof may designate in widely provided in the instruments of any, securing this Note and surrate of interest from the date of advance until paid. The print MONTHLY PAYMENTS COMMENCING	ch act ances will be added to the principle cipal and interest shall be due and payal	If Of this profe and mill accine inferest at the appre abecined
CONTINUING ON THE 1ST DAY OF TOTAL INDEBTEDNESS IS PAID IN	EACH CONSECUTIVE MONTH	THEREAFTER, UNTIL THE
*MAKE PAYMENTS PAYABLE TO:	RONALD LATIMER	
TITLE BETT OF TELEPHONE AVI	ROUTE 2, BOX 65	2.510
	ALMA, GEORGIA	31510
If not sioner paid, the entire remaining indebtedness shall be	due and payable on	and the second s
in payable in installments, each such installment shall, unle		
		Cipaliment of interest then account and due on the units of
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## PROMISSORY NOTE

\$120,000.00

June 6, 1991

- 1. FOR VALUE RECEIVED, Atlantic Broadcasting, Inc. (hereinafter referred to as "Payor"), a North Carolina corporation, agrees to pay to the order of Spartan Broadcasting, Inc. (hereinafter referred to as "Payee") the sum of One Hundred Twenty Thousand Dollars (\$120,000.00) under the following terms:
- (a) The interest rate shall be ten percent (10%) per annum.
- (b) The term of this Promissory Note shall be three (3) years, ending on June 6, 1994. Thirty-six (36) monthly payments of One Thousand Two Hundred Eighty Nine Dollars and Fifty Four Cents (\$1,289.54) shall be made beginning thirty (30) days after the date of this Promissory Note.
- (c) The entire principal amount due, plus any accrued interest shall be due and payable in full on the third (3rd) anniversary of the date of this Note, that is, on June 6, 1994.
- 2. Payor hereby waives presentment, protest, demand, notice of dishonor, and all other notices, and all defenses and pleas on the grounds of any extension or extensions of the time of payment or the due date of this Promissory Note, in whole or in part, before or after maturity, with or without notice. No renewal or extension of this Promissory Note, no release or

pm 12/12/2

surrender of collateral given for this Promissory Note, and no delay in enforcement hereof or in exercising any right or power hereunder, shall affect the liability of Payor. The pleading of any statute of limitations as a defense to any demand against Payor is expressly waived.

- 3. Payor agrees to pay reasonable attorneys' fees incurred by Payee in exercising any of Payee's rights and remedies upon default of the obligation created hereunder. Such attorneys' fees shall be added to the principal amount of this Promissory Note and shall bear interest at the rate set forth herein.
- 4. This Promissory Note shall be governed by the laws of the State of North Carolina, without regard to the conflict of the laws or provisions thereof.
- 5. All payments on this Promissory Note shall be paid in lawful money of the United States of America at the address of the Payee as set forth in Paragraph 6, or such other place as may be designated by Payee.
- 6. All notices, demands and requests required or permitted to be given under the provisions of this Promissory Note shall be in writing and shall be deemed duly given when delivered personally (which shall include delivery by Federal Express or other recognized same-day or overnight courier service that issues a receipt or other confirmation of delivery) to the party for whom such communication is intended and addressed as follows:
  - (a) If to Payee: Edward L. Bolding, Jr. 13812 Cypress Village Circle

pm 12/12/91

Tampa, Florida 33624

With a Copy to:

Edward L. Bolding 3201 South Dale Mabry

Suite 101

Tampa, Florida 33629

(b) If to Payor:

John H. Wiggins, Jr.

Station WWFN

1513 Heritage Lane

Florence, South Carolina 29505

With a Copy to:

Dennis F. Begley, Esquire Reddy, Begley & Martin 2033 M Street, N.W.

Suite 500

Washington, D.C. 20036

or any such other addresses as the parties may from time to time designate in writing.

- 7. Payor's obligations hereunder are secured by a Security Agreement of even date herewith (hereinafter referred to as the "Security Agreement").
- 8. In the event Payor fails to make any payment hereunder within fifteen (15) days of its due date, a five percent (5%) late charge will be added to the amount due.
- 9. In the event Payor fails to make any payment hereunder within thirty (30) days of its due date, Payee may, its option, declare Payor in default of this Promissory Note and all amounts due under this Promissory Note, including principal and interest, shall be immediately due and payable. The Payee may thereafter exercise any and all rights and remedies available to it hereunder, and under the Security Agreement and applicable laws. Payor and Payee may agree to extend or waive payment dates or other terms and conditions of this Promissory Note and the

pa 12/12/91

failure of Payee to exercise its option to declare default under this Paragraph shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

This Note may be assigned by Payor. In the event of such assignment, the guarantor will remain liable for the payment of this Note unless expressly released by the Payee.

IN WITNESS WHEREOF, Payor has executed and delivered this Promissory Note on the date and year first written above.

ATLANTIC BROADCASTING, INC.

John H. Wiggins
Its President

We, John H. Wiggins and Joyce L. Wiggins, personally guarantee the payment of this Note.

pu 12/12/91

John H. Wiggins

Joyce L. Wiggins

## PROMISSORY NOTE

FOR VALUE RECEIVED, Cardina Coum. Broadcasting, Am., a North
Carolina corporation ("Maker") promises to pay to Atlantic
Broadcasting, Inc., a North Carolina corporation ("Payee" or
"Holder"), or order, at or at such other
address as may be designated by holder of this Promissory Note, the
principal sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000), plus simple
interest on the unpaid balance, in lawful money of the United States,
as follows:

- (1) <u>Interest Rate</u>. The interest rate on this Promissory Note shall be Eight and One Half Percent (8.5%) per annum. Interest for the first eight (8) months from the date hereof will be added to the principal due under the note.
- (2) <u>Payback of Principal and Interest</u>. This Promissory Note shall be payable as follows:
- (A) No payback of the principal or interest due hereunder shall be due during the first eight (8) months, from the date hereof.
- (B) Maker shall make monthly payments of interest and principal for one hundred twelve (112) months in the amount of NINE HUNDRED EIGHTY FOUR AND 74/100 DOLLARS (\$984.74). The first such payment will be due nine (9) months after the date of this note. Each subsequent payment shall be due on the same day of each succeeding month.

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		(C)	Maker	shall	make	a	final	payment	of	pr	incipa	11	in
the	amount of _				Dolla	ars	5 (\$		_) t	en	years	fr	om
the	date hereo	f.											

(D) The Maker may prepay at any time without penalty a future monthly payment or payments of principal or interest or the entire outstanding balance of principal due.

The failure to make when due any payment of principal or interest required to be paid hereunder shall constitute a default only if such failure shall have continued for a period of FIFTEEN (15) days after receipt by the Maker of notice either oral or written thereof from the holder to the Maker. If the oral notice is given, holder shall write to Maker confirming the giving of such oral notice. The oral notice shall be effective as of the date given.

The occurrence of any of the following shall constitute an event of default under this Note: (a) the failure of Maker to make any payment when due (after notice thereof) under this or any other obligation to Holder (time is of the essence of this Note); (b) the institution of proceedings by Maker under any state insolvency law or under any federal bankruptcy law; (c) the institution of proceedings against Maker under any state insolvency law or under any federal bankruptcy law, if such proceedings are not dismissed within THIRTY (30) DAYS; (d) the occurrence of a defined default under the terms of any security agreement, stock pledge agreement, guarantee agreement or similar document to which Maker is a party or to which any property securing this Note is subject TEN (10) days after receipt by Maker of oral or written notice thereof; (e) the sale of all or substantially

pe 12/12/91

all of the assets assigned to Buyer hereunder (without replacement with assets of comparable value) or a closing or consummation of any transfer or assignment of the license of the Station, or a closing or consummation of any transfer of control of Buyer's partnership interests that would require approval of the Federal Communications Commission other than a pro-forma transfer to a subsidiary corporation or other business entity a majority of whose stock or equity is owned by a majority of Buyer's existing partners or shareholders or to a parent corporation or other business entity a majority of whose equity is owned by a majority of Buyer's existing partners or shareholders.

Upon occurrence of an event of default, as defined above, Holder may, at its option, declare all principal and interest provided for under this Note, and any other obligations of Maker to Holder, to be presently due and payable, and Holder may enforce any remedies available to Holder under any documents securing or evidencing debts of Maker to Holder. Holder may waive any default before or after it occurs and may restore this note in full effect without impairing the right to declare it due for a subsequent default, this right being a continuing one. Upon default, the remaining unpaid principal balance of the indebtedness evidenced hereby and all expenses due Holder shall, at the option of Holder, bear interest at the rate stated above or at the highest rate permissible under applicable law.

All amounts received for payment of this Note shall be first applied to any expenses due holder under this Note or under any other documents evidencing or securing obligations of Maker to Holder, then to accrued interest, and finally to the reduction of principal.

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Maker and all sureties, guarantors, endorsers and other parties to this instrument hereby consent to any and all renewals, waivers, modifications, or extensions of time (of any duration) that may be granted by Holder, with respect to his Note. All parties hereto waive the defense of impairment of collateral and all other defenses of suretyship.

Maker's performance under this Note is secured by a Security
Agreement and Stock Pledge Agreement of even date.

Maker and all sureties, guarantors, endorsers and other parties hereto agree to pay reasonable attorneys' fees and all court and other costs that Holder may incur in the course of efforts to collect the debt evidenced hereby or to protect Holder's interest in any collateral securing the same.

The validity and construction of this Note shall be determined according to South Carolina law. If any provision of this note should for any reason be invalid or unenforceable, the remaining provisions shall remain in full effect.

The provisions of this Note may be amended or waived only by instrument in writing signed by the Holder and Maker and attached to this Note.

Words used herein indicating gender or number shall be read as context may require.

Du 12/12/9/		
	By:	
/		Jay Meisenhelder, President

I, Jay Meisenhelder, personally guarantee the payment of this Note.

pr 12/12/91

Jay Meisenhelder, Individually

## PROMISSORY NOTE

FOR VALUE RECEIVED, CCBI, a
North Carolina corporation ("Maker") promises to pay to Atlantic
Broadcasting, Inc., a North Carolina corporation ("Payee" or
"Holder"), or order, at or at such
other address as may be designated by holder of this Promissory Note,
the principal sum of FORTY THOUSAND DOLLARS (\$40,000), in lawful money
of the United States, as follows:

- (1) <u>No Interest</u>. No interest will be paid on this Promissory Note.
- (2) <u>Payback of Principal</u>. This Promissory Note shall be payable as follows:
- (A) Maker shall make five (5) annual payments in the amount of Five Thousand Dollars (\$5,000). The first such payment will be due one year after the date hereof.
- (B) Maker shall make one final payment in the amount of Fifteen Thousand Dollars (\$15,000) six years after the date hereof.
- (C) The Maker may prepay at any time without penalty a payment or payments of principal or the entire outstanding balance of principal due.

The failure to make when due the payment of principal hereunder shall constitute a default only if such failure shall have continued for a period of FIFTEEN (15) days after receipt by the Maker of notice either oral or written thereof from the holder to the Maker. If the oral notice is given, holder shall write to Maker confirming

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the giving of such oral notice. The oral notice shall be effective as of the date given.

The occurrence of any of the following shall constitute an event of default under this Note: (a) the failure of Maker to make the payment when due (after notice thereof) under this or any other obligation to Holder (time is of the essence of this Note); (b) the institution of proceedings by Maker under any state insolvency law or under any federal bankruptcy law; (c) the institution of proceedings against Maker under any state insolvency law or under any federal bankruptcy law, if such proceedings are not dismissed within THIRTY (30) DAYS; (d) the occurrence of a defined default under the terms of any security agreement, stock pledge agreement, guarantee agreement or similar document to which Maker is a party or to which any property securing this Note is subject TEN (10) days after receipt by Maker of oral or written notice thereof; (e) the sale of all or substantially all of the assets assigned to Buyer hereunder (without replacement with assets of comparable value) or a closing or consummation of any transfer or assignment of the license of the Station, or a closing or consummation of any transfer of control of Buyer's partnership interests that would require approval of the Federal Communications Commission other than a pro-forma transfer to a subsidiary corporation or other business entity a majority of whose stock or equity is owned by a majority of Buyer's existing partners or shareholders or to a parent corporation or other business entity a majority of whose equity is owned by a majority of Buyer's existing partners or shareholders.

pu 12/12/91

Upon occurrence of an event of default, as defined above, Holder may, at its option, declare all principal and interest provided for under this Note, and any other obligations of Maker to Holder, to be presently due and payable, and Holder may enforce any remedies available to Holder under any documents securing or evidencing debts of Maker to Holder. Holder may waive any default before or after it occurs and may restore this note in full effect without impairing the right to declare it due for a subsequent default, this right being a continuing one. Upon default, the remaining unpaid principal balance of the indebtedness evidenced hereby and all expenses due Holder shall, at the option of Holder, bear interest at the rate of twelve (12) percent or at the highest rate permissible under applicable law.

All amounts received for payment of this Note shall be first applied to any expenses due holder under this Note or under any other documents evidencing or securing obligations of Maker to Holder, then to accrued interest, and finally to the reduction of principal.

Maker and all sureties, guarantors, endorsers and other parties to this instrument hereby consent to any and all renewals, waivers, modifications, or extensions of time (of any duration) that may be granted by Holder, with respect to his Note. All parties hereto waive the defense of impairment of collateral and all other defenses of suretyship.

Maker's performance under this Note is secured by a Security

Agreement and Stock Pledge Agreement of even date.

Maker and all sureties, guarantors, endorsers and other parties hereto agree to pay reasonable attorneys' fees and all court

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and other costs that Holder may incur in the course of efforts to collect the debt evidenced hereby or to protect Holder's interest in any collateral securing the same.

The validity and construction of this Note shall be determined according to South Carolina law. If any provision of this note should for any reason be invalid or unenforceable, the remaining provisions shall remain in full effect.

The provisions of this Note may be amended or waived only by instrument in writing signed by the Holder and Maker and attached to this Note.

Words used herein indicating gender or number shall be read as context may require.  $|\mathcal{U}|_{\mathcal{A}}$ 

Bv:		
21	Jay Meisenheld	ler, President

I, Jay Meisenhelder, personally guarantee the payment of this Note.

Jay	Meisenhelder,	Individually

# Outstanding Debt of Carolina community Broadcasting, Inc.

1. Fed. Withholoing Taxes	\$ 5641.84
2. State Withholding Taxes	570 <b>.9</b> 7
3. FUTA/UI/Other Taxes	1240.50
4. Grantsboro Tower Company	2228.00
5. Village Sports, Inc.	2667.50
6. AT&T	1853.71
7. BMI	1370.22
2. Business Telecommunications. Inc.	596.05
9. Marti Electronics	<u> </u>
10. Radio Advertising Bureau	700.00
11. West End Media Group	500.00
12. SEASAC	192.50
13. J. Frank Best, CPA	521.S8~
i4. Federal Express	279.50
15. Airborne Express	203.75
ié. Mallard Díl Company	135.95
17. Machine Welding & Supply	112.55
13. US Cellular	296.52
19. Chair & Equipment Rental	155.95
20. Tiernev & Swift	940.14
TOTAL	\$20824 <b>.</b> 66

## SECTION I - GENERAL INFORMATION

## Part II - Assignee

1. Name of Assignee	Street Address		
Sunbelt Media, Incorporated	8207 Sawyer Brown Road		
banbert neura, incorporated	City	State	Zip Code
	Nashville	TN	37221
	Telephone No. (include area code) (615)646-1976		
<ol><li>Does the contract submitted in response to Question complete agreement between the assignor and assign</li></ol>		Ī	X Yes N
If No, explain in an Exhibit.			Exhibit No.
SECTION II - ASSIGNEE'S LEGAL QUALIFIC	CATIONS		
1. Assignee is:			
an individual a	general partnership X a for-pro	ofit corpora	ation
other a	limited partnership a not-for	-profit co	rporation
<ol><li>If the applicant is an unincorporated association or a corporation, describe in an Exhibit the nature of the</li></ol>		or	Exhibit No.
3. Complete if applicable, the following certifications:			
(a) Applicant certifies that no limited partner will management or operation of the proposed station		, [	Yes No
If No, applicant must complete Question 4 belo involved in the media activities of the partnership.		1	
(b) Does any investment company (as defined by 15 trust department of any bank have an aggregated of the outstanding votes of the applicant?		_	Yes X No
If Yes, applicant certifies that the entity holding over the applicant, directly or indirectly, and had directors of the applicant.			Yes No

# SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 2)

NOTE: The terms "applicant and "parties to this application" are defined in the Instructions for Section II of this form. Complete information as to each "party to this application" is required. If the applicant considers that to furnish complete information would pose an unreasonable burden, it may request that the Commission waive the strict terms of this requirement with appropriate justification.

4. List the applicant, and, if other than a natural person, its officers, directors, stockholders and partners with attributable interests. Use one column for each individual or entity. Attach additional pages if necessary.

IRead carefully - The numbered items below refer to line numbers in the following table.?

- a. Name and residence of the applicant and, if applicable, its officers, directors, stockholders, or partners (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List the applicant first, officers next, then directors and, thereafter, remaining stockholders and partners.
- b. Citizenship.
- c. Office or directorship held.
- d. Number of shares or nature of partnership interests.
- e. Number of votes.

f. Percentage of votes.

NOTE: Radio Applicants ONLY: Radio applicants need not respond to subparts g. and h. of the table. Instead, proceed and respond to Questions 5, 6 and 7, Section II below.

- g. Other existing attributable interests in any broadcast station, including the nature and size of such interests.
- h. All other ownership interests of 5% or more (whether or not attributable), as well as any corporate officership or directorship, in broadcast, cable, or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in 47 C.F.R. Section 73.3555 and 76.501, including the nature and size of such interests and the positions held.

			· · · · · · · · · · · · · · · · · · ·
a.	Sunbelt Media Incorporated 8207 Sawyer Brown Road Nashville, TN 37221	Robert Wayne Williams 8207 Sawyer Brown Road Nashville, TN 37221	Joyce Wiggins 3639B Wolflin Ave. Amarillo, TX 79102
b.		U.S.	U.S.
c.		President, Treasurer, Director	Secretary
d.		1,000	none
e.		1,000	none
f.		100%	none
g.			
h.			

# SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 3)

RΑ	DIO APPLICANTS ONLY NEED TO RESPOND TO QUESTIONS 5, 6 AND 7.	
5.	Does the applicant, or any party to the application, own, or have an attributable interest in: (a) any AM, FM or TV station; or (b) a daily newspaper in the same market(s) as the station(s) being acquired?	X Yes No
6.	Does the applicant, or any party to the application, broker more than 15 percent of the broadcast hours per week of any AM or FM station in a market in which the applicant, or party to the application, has an attributable interest in any AM or FM station? See 47 C.F.R. Section 73.3555(a) for definition of "radio market."	Yes X No
	If the answer to 5 or 6 is Yes, set forth in an Exhibit, name of party having interest; nature of the interest; call letters and location of stations involved; and identification of newspaper, where applicable.	Exhibit No.
7.	Does the principal community service contour (predicted or measured 5 mV/m groundwave contour for AM; predicted 3.16 mv/m contour for FM) of any AM or FM station being acquired overlap the principal community service contour of:	
	(a) an AM or FM station which is directly or indirectly owned, operated or controlled by the applicant or any party to the application; or	Yes X N
, saker	(b) an AM or FM station at which more than 15 percent of the broadcast time per week is brokered by the applicant or any party to the application?	Yes X No
	If the answer to (a) or (b) is Yes, do you certify that the ownership interests which will result from grant of the application(s) comply with 47 C.F.R. Section 73.3555(a), or that appropriate waivers of that section are herein sought?	Yes No
	If Yes, attach a separate Exhibit containing the market and audience information necessary to demonstrate compliance.	Exhibit No.
and a second	Note: With reference to the Radio Contour Overlap Rule of 47 C.F.R. Section 73.3555(a), the applicant's Exhibit must include: (i) a map that clearly identifies, by relevant contours, the location and geographic coverage of the market or markets involved; (ii) the number of commercial AM and FM stations counted as being in the market or markets, including a map that shows the principal community contours of the stations that define the market or markets and the principal community contours of all commercial stations intersecting with the principal community contours of these stations; (iii) for markets with 15 or more commercial radio stations, a combined audience share figure, the basis and/or source material for this figure, and the results and qualification of any commissioned audience survey or alternative showing used; and (iv) the call letters and locations of all stations in the market or markets that are, or are proposed to be, commonly owned, operated or controlled, including any AM or FM station in the market for which the applicant or any party to the application brokers more than 15 percent of that station's broadcast time per week.	
8.	Does the applicant, or any party to the application, have:	
	(a) a petition pending to migrate to the expanded band (1605~1705 kHz)?	Yes X No
	(b) a permit or license in either the existing band (535-1605 kHz) or expanded band (1605-1705 kHz) that is held in combination with the station(s) proposed to be sold?	Yes X No
	If Yes, provide particulars as an Exhibit.	Exhibit No.

## SECTION 11 - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 4)

O Deve the smallesst on any posts to this application have any interest in or connection with a broadcast	Yes Y No
9. Does the applicant or any party to this application have any interest in or connection with a broadcast application pending before the FCC?	
10. Has the applicant or any party to this application had any interest in or connection with the following:	
(a) an application which has been dismissed with prejudice by the Commission?	Yes X No
(b) an application which has been denied by the Commission?	Yes X No
(c) a broadcast station, the license of which has been revoked?	Yes X No
(d) an application in any Commission proceeding which left unresolved character issues against the applicant?	Yes X No
If the answer to any of the questions in 9 or 10 is Yes, state in an Exhibit the following information:	Exhibit No.
(1) Name of party having interest;	
(2) Nature of interest or connection, giving dates;	
<ul><li>(3) Call letters of stations or file number of application or docket; and</li><li>(4) Location.</li></ul>	
11. (a) Are any of the parties to this application related (as husband, wife, father, mother, brother, sister, son or daughter) either to each other or to individuals holding nonattributable interests of 5% or more in the applicant?	Yes X No
(b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of any party to this application have any interest in or connection with any other broadcast station, pending broadcast application, newspaper in the same area (see 47 C.F.R. Section 73.3555(c)) or, in the case of a television station applicant only, a cable television system in the same area (see 47 C.F.R. Section 76.501(a))?	X Yes No
If the answer to (a) or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.	Exhibit No.
12. (a) Do individuals or entities holding nonattributable interests of 5% or more in the applicant have an attributable ownership interest or corporate officership or directorship in a broadcast station, newspaper or CATV system in the same area? (See Instruction B to Section II.)	Yes No
(b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of an individual holding a nonattributable interest of 5% or more in the applicant have any interest in or connection with any other broadcast station, pending broadcast application, newspaper in the same area (see 47 C.F.R. Section 73.3555(c)) or, in the case of a television station applicant only, a cable television system in the same area (see 47 C.F.R. Section 76.501(a))?	Yes No
If the answer to (a) and/or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.	Exhibit No.

# SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 5)

13. (	a) Is the applicant in violation of the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? (See Instruction C to Section II.)	Yes X No
(	b) Will any funds, credits or other financial assistance for the construction, purchase or operation of the station(s) be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents?	Yes X No
1	if the answer to (b) above is Yes, attach as an Exhibit a full disclosure concerning this assistance.	Exhibit No.
14. (	(a) Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to this application in a civil or criminal proceeding, brought under the provisions of any law related to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?	Yes X No
( 	b) is there now pending in any court or administrative body any proceeding involving any of the matters referred to in (a) above?	Yes X No
; ;	of the answer to (a) and/or (b) above is Yes, attach as an Exhibit a full disclosure concerning the dersons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), a statement of the facts upon which the proceeding is or was based or the nature of the offense alleged or committed, and a description of the current status or disposition of the matter.	Exhibit No.
c	Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?	Yes X No
1	f Yes, provide particulars in an Exhibit.	EXITIBIL NO.
a v v	do documents, instruments, agreements or understandings for the pledge of stock of a corporate applicant, as security for loans or contractual performance, provide that (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of stockholder ights by the purchaser at such sale, the prior consent of the Commission (pursuant to 47 U.S.C. Section 310(d)) will be obtained?	Yes Not Appl
H	f No, attach as an Exhibit a full explanation.	Exhibit No.

SECTION III - ASSIGNEE'S FINANCIAL QUALIFICA	TIONS	
The applicant certifies that sufficient net liquid assets are on han sources to consummate the transaction and operate the facilities		X Yes No
SECTION IV - ASSIGNEE'S PROGRAM SERVICE STAT	EMENT	
Attach as an Exhibit a brief description, in narrative form, of the particle of public concern facing the proposed service area.	planned programming service relating to	Exhibit No.
SECTION V - ASSIGNEE'S EQUAL EMPLOYMENT OPPO	RTUNITY PROGRAM	
Does the applicant propose to employ five or more fulltime empl	oyees?	Yes X No
If the answer is Yes, the applicant must include an EEO program Form $396-A$ ).	called for in the separate Model EEO Progran	n Report (FCC
SECTION VI - CERTIFICATION		
-t I - Assignor		
1. Has or will the assignor comply with the public notice requirer	ment of 47 C.F.R. Section 73.3580?	X Yes No
2. By checking Yes, the applicant certifies that, in the case of subject to a denial of federal benefits that includes FCC benanti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, if (e.g., corporation, partnership or other unincorporated associated to a denial of federal benefits that includes FCC be definition of a "party" for these purposes, see 47 C.F.R. Sections.	nefits pursuant to Section 5301 of the in the case of a non-individual applicant ciation), no party to the application is nefits pursuant to that section. For the	X Yes No
The ASSIGNOR acknowledges that all its statements made in the representations, and that all of its exhibits are a material part here.		idered material
The ASSIGNOR represents that this application is not filed by determination on any other application with which it may be in co		or delaying
n accordance with 47 C.F.R. Section 1.65, the ASSIGNOR has amendments, of any substantial and significant changes in the info	- · · · · · · · · · · · · · · · · · · ·	ssion, through
WILLFUL FALSE STATEMENTS MADE ON THIS FORM (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATIO (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR	N OF ANY STATION LICENSE OR CONSTR	UCTION PERMIT
I certify that the ASSIGNOR'S statements in this application are and belief, and are made in good faith.	e true, complete, and correct to the best of	my knowledge
Name of Assignor	Signature	
Carolina Community Broadcasting, Inc.	X plumbler	
Title	Date ( )	

President

8/28/93

## . SECTION VI - CERTIFICATION (Page 2)

## Part !! - Assignee

By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section, For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

The ASSIGNEE hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

The ASSIGNEE acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all its exhibits are a material part hereof and are incorporated herein.

The ASSIGNEE represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the ASSIGNEE has a continuing obligation to advise the Commission, through rendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OF CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

I certify that the ASSIGNEE'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name of Assignee Sunbelt Media Incorporated	Signature Signature Milli
Trie President	August 24th 1993

## FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The Commission will use this information to determine whether grant of this application is in the public interest. In reaching that determination, or for law enforcement purposes, it may become necessary to refer personal information contained in this form to another government agency. In addition, all information provided in this form will be available for public inspection. If Information requested on the form is not provided, processing of the application may be delayed or the application may be returned without action pursuant to the Commission's rules. Your response is required to obtain the requested authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 95-579, DECEMBER 31, 1974, 5 U.S.C. 552(eX3) AND THE PAPERWORK REDUCTION ACT, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

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## Exhibit 2

Robert Williams is an officer and 51% shareholder of WKXH(FM) and WULF(AM) Alma, Georgia.

Joyce Wiggins has no other broadcast interests.

John Wiggins, the spouse of Joyce Wiggins, is an officer and 49% voting shareholder of WKXH(FM) and WULF(AM) Alma, Georgia; 75% partner of WWFN Lake City, South Carolina; and an officer and 60% voting shareholder of KQFX Amarillo, Texas.